

CLEVELAND COMMUNICATIONS, INC. RADIO SYSTEM USER AGREEMENT

THIS RADIO SYSTEM AGREEMENT (The "Agreement") is made and entered into this 27th day of December, 2023, in the State of Ohio, by and between Cleveland Communications, Inc. whose principal business address is 5220 Hauserman Rd. Parma, OH 44130 hereinafter referred to as "CCI", and Rochester Fire Dept., whose principal address is 200 Eagle ST Rochester, OH 44190 hereinafter referred to as the "User".

ARTICLE I

RADIO SYSTEM USE

- 1.0 CCI hereby grants to User, for the purposes public safety forces, service departments and or other municipal radio users in connection with public functions and duties of User, access to the CCI public safety simulcast, 700 MHz, trunked radio system in Lorain User under the following terms and conditions.
- 2.0 The term of this Agreement shall commence upon execution by the public official(s) authorized to do so on behalf of the User. The term of this Agreement shall be continuous from its commencement and shall be in force for a period of Five (5) years. Renewal of this Agreement shall be automatic unless prior written notice is given by either party no less than sixty (60) days prior to the renewal date.

ARTICLE III

FEES

- 3.0 Commencing with the first full month following execution of this Agreement User shall pay to CCI a monthly fee (the "Usage Fee") in the amount of

\$40.00 per control station radio and \$10.00 per terminal mobile or portable radio. Usage Fee's shall be payable upon invoice to CCI at its principle address. Usage Fee's set forth in this Agreement may be adjusted at the renewal period of this Agreement. The adjustment amount shall be in accordance with the RFP response dated October 14, 2022 listed in the fifteen year cost of ownership on page eight of section 12 of the CCI response, as amended.

Total number of Mobiles 6

Total number of Portables 18

Total number of Control Stations _____

ADDITIONAL FEES

- 3.1 Monthly wireline dispatch console fee \$60.00 (per position)
- 3.2 Monthly BeOn fee \$10.00
- 3.3 BeOn activation fee \$ 295.00
- 3.4 Pager programming fee \$50.00
- 3.5 Monthly Backup Radio Fee \$10.00

- 3.6 Users may be subject to additional "Fees" based on a technology need presented by the User that requires additional equipment investment by CCI. The additional "Fees" will be agreed to by both parties prior to commencement of the technology upgrade.

ARTICLE IV


DEFAULT

- 3.7 In the event of any breach of this Agreement by User, CCI in addition to the other rights or remedies it may have, shall have the right to terminate this Agreement upon sixty (60) days written notice to User. Should User not cure its default within the sixty (60) day period, CCI shall exclude User from access to any and all assigned talk groups or

- 3.13 No amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 3.14 In case any one or more of the provisions contained in this Agreement shall, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.15 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting to this Agreement.
- 3.16 The rights and remedies provided by this Agreement are cumulative in the use of any one right or remedy by either party and shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed the Agreement as of this 27th day of December 2023. 2023 KMF

CCI:
Cleveland Communications, Inc.

By: 
Alan Close, President

STATE OF OHIO)
) SS:
CUYAHOGA USER)

BEFORE ME, a Notary Public for said User and State, personally appeared Alan Close, President of Cleveland Communications, Inc. who severally acknowledges that he did sign the Agreement on behalf of Cleveland Communications, Inc. and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30 day of December, 2022.


NOTARY PUBLIC



LISA M KOSTURA
Notary Public, State of Ohio
My Commission Expires:
March 15, 2025



USER:

BY: Chief Duane Eaton

STATE OF OHIO)
) SS:
~~CUYAHOGA LORAIN~~)

BEFORE ME, a Notary Public for said User and State, personally appeared Duane Eaton, who severally acknowledges that he did sign the Agreement on behalf of Rehester Fire Dept and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of December, 2023 KMR
2023

Kathryn Frombaugh
NOTARY PUBLIC



KATHRYN FROMBAUGH
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO

No expiration